

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

AUDIO VISUAL PRESERVATION
SOLUTIONS, INC.,

CASE NO: 21-cv-07535 (ALC)

Plaintiff,

v.

XOHO TECH INC.,
XOHO TECH PRIVATE LIMITED,
AND ADEEL AHMAD

Defendants,

ANSWER

Defendant Adeel Ahmad (the “**Defendant**”), by and through its undersigned attorneys, hereby, file its Answer to the Complaint filed by the Plaintiff Audio Visual Preservation Solutions, Inc. (the “**Plaintiff**”) upon information and belief as follows:

JURISDICTION

1. Paragraph 1 of the Complaint consists of legal conclusions, to which no response is required.
2. Paragraph 2 is Denied.
3. Paragraph 3 is Denied
4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations or content contained in Paragraph 4 of the Complaint.

5. Defendants admit the allegations in Paragraph 5 to the extent that the Defendant Xoho Tech Inc. is a Delaware Corporation. However, it is denied that any of the Defendants have a registered or official principal place of business in the state of New York.

6. Paragraph 2 is Denied.

7. Paragraph 2 is Denied.

8. Paragraph 2 is Denied.

9. The contents of Paragraph 9 of the Complaint are generally denied, but admitted to the extent that the Defendant Xoho Tech Inc. was incorporated in 2016 under the laws of the state of Delaware.

10. Defendant denies the allegations contained in Paragraph 10 of the Complaint, but admits that an Independent Contractor Agreement (the subject “**Contract**” or “Agreement”) was signed between the Plaintiff and the Defendant Xoho Tech Inc.

11. Paragraph 11 is Admitted

12. Paragraph 12 is Denied.

13. Paragraph 13 is Denied.

14. Defendant denies the allegations contained in Paragraph 14 and reiterates its above submission as made in response to Paragraph 10 to 13 of the Complaint.

15. Defendant denies the allegations contained in Paragraph 15.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the Complaint.

17. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint.

18. Defendant denies the allegation contained in Paragraph 18 of the Complaint but

admits that it received a notice of termination of Contract.

19. Defendant denies the allegations contained in Paragraph 19 of the Complaint.
20. Defendant denies the allegations contained in Paragraph 20 of the Complaint.
21. Defendant denies the allegations contained in Paragraph 21 of the Complaint.
22. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint.
23. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the Complaint.
24. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint.
25. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Complaint.
26. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint.
27. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint.
28. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint.
29. Defendant denies the content of Paragraph 29 of the Complaint as no question about ownership could arise in the absence of a legally performed Contract.
30. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Complaint as no such email was written by or on behalf of the Defendant corporation.

31. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint as no such email was written by or on behalf of the Defendant corporation.

32. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint.

33. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of the Complaint.

34. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint.

35. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of the Complaint.

36. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint.

37. Defendant denies the contents and allegations contained in Paragraph 37 of the Complaint.

38. Defendant denies the contents and allegations contained in Paragraph 38 of the Complaint.

39. Defendant denies the contents and allegations contained in Paragraph 39 of the Complaint.

40. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint.

41. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-40 above, as if fully set forth herein.

42. Defendant denies the allegations contained in Paragraph 42.
43. Defendant denies the allegations contained in Paragraph 43.
44. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Complaint.
45. Defendant denies the allegations contained in Paragraph 45 as the Defendant never developed any software for the Plaintiff under the Contract.
46. Defendant vehemently denies the allegations contained in Paragraph 46.
47. Defendant denies the allegations contained in Paragraph 47.
48. Defendant denies the allegations contained in Paragraph 48 as there was no such authorization required from the Plaintiff.
49. Defendant denies the allegations contained in Paragraph 49.
50. Defendant denies the allegations contained in Paragraph 50.
51. Defendant denies the allegations contained in Paragraph 51.
52. Defendant denies the allegations contained in Paragraph 52.
53. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-52 above, as if fully set forth herein.
54. Defendant denies the allegations contained in Paragraph 54.
55. Defendant denies the allegations contained in Paragraph 55.
56. Defendant denies the allegations contained in Paragraph 56.
57. Defendant denies the allegations contained in Paragraph 57.
58. Defendant denies the allegations contained in Paragraph 58 as the Contract had no legal value since it was never performed by the Plaintiff. As such there can be no legal obligations deemed on the Defendant.

59. Defendant denies the allegations contained in Paragraph 59 as there was no software ever developed under the umbrella of the Defendant corporation for the Plaintiff under the Contract.

60. Defendant denies the allegations contained in Paragraph 60.

61. Defendant denies the allegations contained in Paragraph 61.

62. Defendant denies the allegations contained in Paragraph 62.

63. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-62 above, as if fully set forth herein.

64. Defendant denies the allegations contained in Paragraph 64.

65. Defendant denies the allegations contained in Paragraph 65.

66. Defendant denies the allegations contained in Paragraph 66.

67. Defendant denies the allegations contained in Paragraph 67.

68. Defendant denies the allegations contained in Paragraph 68.

69. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-68 above, as if fully set forth herein.

70. Defendant denies the allegations contained in Paragraph 70.

71. Defendant denies the allegations contained in Paragraph 71 as there is no software developed by the Defendant for the Plaintiff. The allegations are false and incorrect *in toto*.

72. Defendant denies the allegations contained in Paragraph 72.

73. Defendant denies the allegations contained in Paragraph 73.

74. Defendant denies the allegations contained in Paragraph 74.

75. Defendant denies the allegations contained in Paragraph 75.

76. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-75 above, as if fully set forth herein.

77. Defendant denies the allegations contained in Paragraph 77.

78. Defendant denies the allegations contained in Paragraph 78. It was not the Defendant, but the Plaintiff which committed breach of Contract by not fulfilling its obligation of paying consideration to the Defendant.

79. Defendant denies the allegations contained in Paragraph 79 for being false and irrelevant.

80. Defendant denies the allegations contained in Paragraph 80.

81. Defendant denies the allegations contained in Paragraph 81.

82. Defendant denies the allegations contained in Paragraph 82 as on what basis the Plaintiff is requesting the court to direct the Defendant to specifically perform the Contract when the Contract has been breached and then terminated by the Plaintiff itself without paying a penny as consideration for the Contract.

83. Defendant denies the allegations contained in Paragraph 83.

84. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-83 above, as if fully set forth herein.

85. Defendant denies the allegations contained in Paragraph 83 for want of knowledge and information.

86. Defendant denies the allegations contained in Paragraph 86 as there was no Software developed by the Defendant for the Plaintiff.

87. Defendant denies the allegations contained in Paragraph 87 for want of knowledge as the Defendant never claimed any such thing.

88. Defendant denies the allegations contained in Paragraph 88 as the Defendant never made any such claim about any software.

89. Defendant denies the allegations contained in Paragraph 89 as there is no software developed by the Defendant for the Plaintiff under the Contract.

90. Defendant denies the allegations contained in Paragraph 90.

91. Defendant denies the allegations contained in Paragraph 91.

92. Defendant denies the allegations contained in Paragraph 92.

93. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-92 above, as if fully set forth herein.

94. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of the Complaint.

95. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of the Complaint. The Defendant has never threatened the Plaintiff in the official capacity as a corporation.

96. Defendant denies the allegations contained in Paragraph 96.

97. Defendant denies the allegations contained in Paragraph 97.

98. Defendant denies the allegations contained in Paragraph 98.

99. Defendant denies the allegations contained in Paragraph 99.

100. Defendant denies the allegations contained in Paragraph 100.

101. Defendant denies the allegations contained in Paragraph 101.

102. Defendant denies the allegations contained in Paragraph 102.

103. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-102 above, as if fully set forth herein.

104. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 104 of the Complaint.

105. Defendant denies the allegations contained in Paragraph 105.
106. Defendant denies the allegations contained in Paragraph 106.
107. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of the Complaint.
108. Defendant denies the allegations contained in Paragraph 108.
109. Defendant denies the allegations contained in Paragraph 109.
110. Defendant denies the allegations contained in Paragraph 110.
111. Defendant denies the allegations contained in Paragraph 111.
112. Defendant denies the allegations contained in Paragraph 112.
113. Defendant repeats and realleges each and every response in this Answer and Counterclaims contained in Paragraphs 1-112 above, as if fully set forth herein.
114. Defendant denies the allegations contained in Paragraph 114.
115. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 115 of the Complaint.
116. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 116 of the Complaint.
117. Defendant denies the allegations contained in Paragraph 117.
118. Defendant denies the allegations contained in Paragraph 118.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The subject Contract fails for lack of consideration.

SECOND AFFIRMATIVE DEFENSE

The claims set forth in the Complaint, in whole or in part, are barred by the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE

The claims set forth in the Complaint, in whole or in part, are barred for being frivolous as the Plaintiff is relying on a Contract which it himself breached in the first place.

FOURTH AFFIRMATIVE DEFENSE

The claims set forth in the Complaint, in whole or in part, are barred as the Plaintiff, in the absence of a validly performed Contract has failed to show any cause of action against the Defendant.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiff has not suffered from any damage or loss therefore it does not have any right to claim damages or declaratory relief from this court.

SIXTH AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrine of laches.

EIGHTH AFFIRMATIVE DEFENSE

This Court lacks personal jurisdiction over the Defendant by reason of the defective pleadings and/or legal service of process in this action.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of waiver.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' complaint is barred by their failure to mitigate their alleged damages.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant reserves the right to assert other affirmative defenses as may be warranted as discovery proceeds as well as any counterclaims.

TWELFTH AFFIRMATIVE DEFENSE

The subject Contract fails for lack of performance on the part of either party.

THIRTEETH AFFIRMATIVE DEFENSE

The subject Contract fails for lack of purpose.

WHEREFORE defendant asks this Court to dismiss the complaint and enter judgment in favor of defendant.

Dated: November 1, 2021
New York, New York

Davis & Byrnes
Attorney for Defendant Adeel Ahmad

By /s/Jeffrey Davis _____

Jeffrey Davis, Esq.